Company Tracking Number: NWG 6/08 AR

TOI: L071 Individual Life - Whole Sub-TOI: L071.202 Early Duration Reduced Benefit - Level

Premium - Any Policy Design - Funeral Expense

Product Name: GRADED AND MODIFIED 2001 CSO

Project Name/Number: NEAT GRADED AND MODIFIED WHOLE LIFE POLICIES 2001 CSO TABLES/NWG 6/08 AR

Filing at a Glance

Company: The Chesapeake Life Insurance Company

Product Name: GRADED AND MODIFIED SERFF Tr Num: MGOK-125688103 State: ArkansasLH

2001 CSO

TOI: L07I Individual Life - Whole SERFF Status: Closed State Tr Num: 39575

Sub-TOI: L07I.202 Early Duration Reduced Co Tr Num: NWG 6/08 AR State Status: Approved-Closed

Benefit - Level Premium - Any Policy Design -

Funeral Expense

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Author: Nicole Bradley Disposition Date: 07/14/2008

Date Submitted: 07/10/2008 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date:

....

State Filing Description:

General Information

Project Name: NEAT GRADED AND MODIFIED WHOLE LIFE Status of Filing in Domicile: Pending

POLICIES 2001 CSO TABLES

Project Number: NWG 6/08 AR

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Filing Status Changed: 07/14/2008

State Status Changed: 07/14/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The above-cited form is being submitted for your review and approval. This form was previously approved by your department April 14, 2004. The only change to this form is the implementation of the CSO 2001 Mortality Tables.

Policy form NWG 6/08 AR is a graded death benefit whole life policy form. The death benefit in year 1 is equal to 30%

SERFF Tracking Number: MGOK-125688103 State: Arkansas
Filing Company: The Chesapeake Life Insurance Company State Tracking Number: 39575

Company Tracking Number: NWG 6/08 AR

TOI: L071 Individual Life - Whole Sub-TOI: L071.202 Early Duration Reduced Benefit - Level

Premium - Any Policy Design - Funeral Expense

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of the full death benefit and is equal to 70% of the full death benefit in year 2. In years three and later the full death benefit is payable. During years 1 and 2, the full death benefit is payable if the death is the result of an accident. Application form NWGA 10/05 approved by yoru departme 9/02/2005 will be used with this form.

I have also attached the revised actuarial memorandum showing the use of the 2001 CSO Mortality Tables.

Company and Contact

Filing Contact Information

Nicole Bradley, nicole.bradley@lifeteamokc.com

Life Operations (405) 302-1419 [Phone]

Oklahoma City, OK 73114

Filing Company Information

The Chesapeake Life Insurance Company CoCode: 61832 State of Domicile: Oklahoma

Life Insurance Operations Group Code: 264 Company Type: Life

1331 W. Memorial Road, Suite 112

Oklahoma City, OK 73114 Group Name: State ID Number:

(405) 302-1419 ext. [Phone] FEIN Number: 52-0676509

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? Yes

Fee Explanation: 50.00 Per policy

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

The Chesapeake Life Insurance Company \$50.00 07/10/2008 21343137

Company Tracking Number: NWG 6/08 AR

TOI: L071 Individual Life - Whole Sub-TOI: L071.202 Early Duration Reduced Benefit - Level

Premium - Any Policy Design - Funeral Expense

Product Name: GRADED AND MODIFIED 2001 CSO

Project Name/Number: NEAT GRADED AND MODIFIED WHOLE LIFE POLICIES 2001 CSO TABLES/NWG 6/08 AR

Correspondence Summary

Dispositions

Status Created By		Created On	Date Submitted	
Approved	Linda Bird	07/14/2008	07/14/2008	

Company Tracking Number: NWG 6/08 AR

TOI: L071 Individual Life - Whole Sub-TOI: L071.202 Early Duration Reduced Benefit - Level

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Product Name: GRADED AND MODIFIED 2001 CSO

Project Name/Number: NEAT GRADED AND MODIFIED WHOLE LIFE POLICIES 2001 CSO TABLES/NWG 6/08 AR

Disposition

Disposition Date: 07/14/2008

Implementation Date: Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: NWG 6/08 AR

TOI: L071 Individual Life - Whole Sub-TOI: L071.202 Early Duration Reduced Benefit - Level

Premium - Any Policy Design - Funeral Expense

Product Name: GRADED AND MODIFIED 2001 CSO

Project Name/Number: NEAT GRADED AND MODIFIED WHOLE LIFE POLICIES 2001 CSO TABLES/NWG 6/08 AR

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Form	Graded Death Benefit Whole Life Policy		Yes

Company Tracking Number: NWG 6/08 AR

TOI: L071 Individual Life - Whole Sub-TOI: L071.202 Early Duration Reduced Benefit - Level

Premium - Any Policy Design - Funeral Expense

Product Name: GRADED AND MODIFIED 2001 CSO

Project Name/Number: NEAT GRADED AND MODIFIED WHOLE LIFE POLICIES 2001 CSO TABLES/NWG 6/08 AR

Form Schedule

Lead Form Number: NWG 6/08 AR

Review	Form	Form Type	Form Name	Action	Action Specific	Readability	Attachment
Status	Number				Data		
	NWG 6/08	Policy/Con	t Graded Death	Initial		48	NEAT GDB 6-
	AR	ract/Fraterr	Benefit Whole Life				08 AR.pdf
		al	Policy				
		Certificate					

The Chesapeake Life Insurance Company

A Stock Company

(Hereinafter called: the Company, We, Our or Us)

Home Office: P. O. Box 548801, Oklahoma City, Oklahoma 73154

Administrative Office: 3600 NW 138th Street, Suite 100, Oklahoma City, OK 73134

Customer Service: 1-800-725-7887

The Chesapeake Life Insurance Company agrees to pay the death benefit of this policy as shown in the Table of Policy Values Page to the Beneficiary when We receive proper written claim and due proof of the death of the Insured while this policy is in force. Our payment will be subject to the terms and provisions of this policy.

The insurance under this policy is granted in consideration of the application and payment of a premium due on the policy date. It is a legal contract between You and the Company.

Premiums must be paid while the Insured is alive for the time shown in the Policy Specifications.

30 DAY RIGHT TO EXAMINE POLICY. This life insurance policy is a legal contract between the Owner and Us. PLEASE READ IT CAREFULLY. It is important to Us that You are satisfied with this policy. If You are not satisfied, You may return the policy to Our Home Office or to any agent of the Company within 30 days after You receive it. We will refund all the premiums You have paid. The policy will be deemed void from the Policy Date.

In Witness Whereof **The Chesapeake Life Insurance Company** has caused this policy to be executed at its Home Office in Oklahoma City, Oklahoma to take effect on the Policy Date.

Ceggy S. Semjar Philly Myh

GRADED DEATH BENEFIT WHOLE LIFE POLICY

Premiums payable for the period shown in the Policy Specifications or until the prior death of the Insured

NON-PARTICIPATING - NO ANNUAL DIVIDENDS

THIS IS A LIMITED DEATH BENEFIT POLICY DURING THE FIRST TWO (2) POLICY YEARS

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A copy of the Application and any Endorsements or Riders follow page 16.

POLICY SPECIFICATIONS

FORM NO.	DESCRIPTION OF BENEFITS	YEARS PAYABLE	TOTAL ANNUAL PREMIUM
NWG 6/08 AR	Graded Death Benefit - Whole Life	[50]	[\$436.00]

INITIAL MODE PREMIUM: [\$436.00 ANNUALLY]

PREMIUM INCLUDES [\$36.00] ANNUAL POLICY FEE

NAME OF INSURED: [JOHN DOE] POLICY NUMBER: [123456]

POLICY DATE: [AUGUST 1, 2001] PREMIUM CLASS: [NON-TOBACCO]

ISSUE AGE: [50] SEX: [MALE]

DEATH BENEFIT AFTER YEAR 2: [\$10,000.00] LIMITED DEATH BENEFIT IN YEARS 1 - 2

SEE TABLE OF POLICY VALUES

OWNER: [JOHN DOE] **MATURITY DATE:** [AUGUST 1, 2051]

BENEFICIARY: AS DESIGNATED IN THE APPLICATION UNLESS

CHANGED AS PROVIDED BY THE POLICY.

TABLE OF POLICY VALUES

NAME OF INSURED: [JOHN DOE] POLICY NUMBER: [123456]

DEATH BENEFIT AFTER YEAR 2: [\$10,000.00] **LIMITED DEATH BENEFIT IN YEARS 1 - 2 POLICY DATE:** [AUGUST 1, 2001]

ISSUE AGE: [50] SEX: [MALE]

END OF POLICY YEAR	CASH VALUE	REDUCED* PAID-UP AMOUNT	DEATH BENEFIT
4	((0,00)	(¢ 0,00)	(\$2,000,00)
1	(\$0.00)	(\$0.00)	(\$3,000.00)
2	(50.00)	(0.00)	(7,000.00)
3	(220.00)	(180.00)	(10,000.00)
4	(390.00)	(730.00)	(10,000.00)
5	(570.00)	(1,240.00)	(10,000.00)
6	(750.00)	(1,750.00)	(10,000.00)
7	(940.00)	(2,210.00)	(10,000.00)
8	(1,130.00)	(2,670.00)	(10,000.00)
9	(1,320.00)	(3,100.00)	(10,000.00)
10	(1,520.00)	(3,490.00)	(10,000.00)
11	(1,730.00)	(3,870.00)	(10,000.00)
12	(1,940.00)	(4,260.00)	(10,000.00)
13	(2,150.00)	(4,610.00)	(10,000.00)
14	(2,360.00)	(4,940.00)	(10,000.00)
15	(2,580.00)	(5,250.00)	(10,000.00)
16	(2,790.00)	(5,560.00)	(10,000.00)
17	(3,020.00)	(5,820.00)	(10,000.00)
18	(3,240.00)	(6,110.00)	(10,000.00)
19	(3,470.00)	(6,360.00)	(10,000.00)
20	(3,710.00)	(6,610.00)	(10,000.00)
21	(3,950.00)	(6,860.00)	(10,000.00)
Age 60	(1,520.00)	(3,490.00)	(10,000.00)
Age 65	(2,580.00)	(5,250.00)	(10,000.00)

^{*}Subject to contract minimums

DEFINITIONS

AGE: The Insured's age on the policy date.

BENEFICIARY: The person(s) or entity named in the application to receive the benefits at the Insured's death.

EVIDENCE: Evidence of insurability satisfactory to Us.

INSURED: The person(s) whose life is insured under this policy as shown in the Policy Specifications.

LIMITED DEATH BENEFIT IN YEARS 1-2: During the first 2 years the death benefit is limited to a percentage of the Death Benefit After Year 2 as shown on the policy specification page. The percentage in year 1 is 30% and the percentage in year 2 is 70%.

PAYEE: The designated recipient of the Proceeds under a Settlement Option.

POLICY ANNIVERSARY: The same day and month as Your policy date for each succeeding year Your policy remains in force.

POLICY DATE: The effective date of coverage under this policy. The date from which policy anniversaries, policy years, policy months and premium due dates are determined.

POLICY SPECIFICATIONS: Data showing your benefits, cost, Policy Date and Policy Specifications.

PREMIUM: Money paid for this insurance coverage.

PREMIUM IN DEFAULT: A premium not paid before the end of the Grace Period is in default.

PROCEEDS: The amount We are obligated to pay under the terms of this policy.

WE, OUR, OURS, US: The Chesapeake Life Insurance Company.

WRITTEN REQUEST: A request in writing signed by You. We may require that Your policy be sent in with Your Written Request.

YOU, YOUR, YOURS: The owner of this policy as shown on the application unless subsequently changed. The owner may be someone other than the Insured.

OWNERSHIP PROVISION

Unless otherwise stated in the application or later changed, the Owner of the policy will be the person listed as Insured of the policy on the Policy Specification Page. You may name a Contingent Owner for the policy. While this policy is in effect, unless otherwise provided, You as Owner have all the rights of this policy. If you die while this policy is in effect, the Contingent Owner is the new owner. If both the Owner and Contingent Owner die before the Insured, the ownership of this policy will automatically pass to the Insured.

You may change the owner while the Insured is living by Written Request. Such change is subject to any existing assignment of this policy. The change becomes effective when we record it. When recorded, the effective date is the date the notice was signed. The change is subject to any proceeds paid or other action taken by Us before the change was recorded.

SETTLEMENT PROVISION

If the Insured dies prior to the Maturity Date shown in the Policy Specifications and while this policy is in force, We will pay the Proceeds to the Beneficiary upon receipt of due proof of death of the Insured. The Proceeds will be paid in one sum unless a Settlement Option is chosen. Proceeds are also subject to the Beneficiary provisions and Settlement Option section and will be reduced by any outstanding Indebtedness.

All benefits will be payable at Our Home Office. We may require that you surrender this policy to Us on the date the benefits are paid. We will pay the benefits to the Beneficiary as named on the date of death of the Insured, subject to the rights of any person under an assignment of this policy.

AMOUNT OF PROCEEDS

The Proceeds are the sum of:

- 1. the death benefit amount shown on the Table of Policy Values page for the applicable Policy Year; **PLUS**
- 2. any insurance on the Insured's life that may be provided by riders to this policy; **PLUS**
- 3. that portion of any premium paid which applies to a period beyond the Policy Month in which the Insured dies; **LESS**
- 4. any unpaid premium if death occurs during the Grace Period; and LESS
- 5. any outstanding Indebtedness.

We will pay interest on the benefits at a rate of 3.25 % per year from the date of the Insured's death to the date of settlement. We will not pay interest for a period less than 30 days.

If this policy is delivered in Arkansas, We will pay interest at the rate of 8.0% per year from the date of receipt of due proof of the Insured's death to the date of settlement. We will not pay interest for a period of less than 30 days. We will immediately pay the Face Amount of this policy, less any premium adjustments, subject to its terms and limits, immediately to the Beneficiary upon receipt of due proof of death. If this policy is in force on a premium-paying basis on the date of the Insured's death, the benefits payable will include premiums paid for any period beyond the end of the policy month in which death occurred.

GENERAL PROVISIONS

CONTESTABILITY

This policy cannot be contested after it has been in force during the lifetime of the Insured for a period of two (2) years from the Policy Date, except for non-payment of premiums.

If this policy is reinstated We will not contest the reinstatement after the policy is again in force for two (2) years from the reinstatement date while the Insured is alive. For this purpose, We will only rely on statements made in the application for reinstatement.

SUICIDE

If the Insured commits suicide, while sane or insane, within two (2) years from the date of issue, Our liability under this policy is limited to the premiums paid.

CHANGE IN PLAN

You may change the plan or the amount of insurance or both as long as We both agree.

NON-PARTICIPATING

This policy does not share in our surplus earnings.

BENEFICIARY CHANGE

While this policy is in force, unless otherwise provided: You may change the Beneficiary by Written Request unless the Beneficiary has been designated as irrevocable. We may require You to send the policy to Us. Such change is subject to any existing assignment of this policy. The change becomes effective when We record it. When recorded, the effective date is the date the notice was signed. The change is subject to any proceeds paid or other action taken by Us before the change was recorded.

Death - Unless otherwise provided:

- 1. If no Beneficiary survives the Insured, the proceeds of the policy will be paid to the Insured's estate or assigns.
- 2. The interest of any Beneficiary who dies before the Insured will pass to any Beneficiary who survives, share and share alike.
- 3. If a Beneficiary dies at the same time with the Insured or within 10 days after the death of the Insured, the proceeds will be paid as if the Insured had survived the Beneficiary.

ASSIGNMENT

You may assign this policy if You file the assignment or a certified copy with Us. When filed, Your rights and those of the Beneficiary are subordinate to those of any assignment unless the Beneficiary

was effectively designated as an irrevocable Beneficiary prior to the assignment.

No assignment is binding unless We receive it in writing and acknowledge such receipt in writing. We are not responsible for the validity or sufficiency of any assignment. Any claim is subject to proof of interest of the assignee.

The rights of any named Beneficiary are subordinate to those of any assignee, unless the Beneficiary was effectively named as an irrevocable Beneficiary.

MISSTATEMENT OF AGE OR SEX

If the Insured's age or sex is misstated, the benefits under this policy are those which the premiums paid would buy for the correct age or sex.

CONTRACT

The policy, any policy endorsements or riders and the statements made in the application attached to this policy constitute the entire contract. All statements made in the application, in the absence of fraud, are deemed representations and not warranties. No such statement or statements shall be used in defense of a claim under the Policy unless contained in a written application and unless a copy of such statement or statements be endorsed upon or attached to the policy when issued.

Only Our President, Vice President or Secretary has the power to change, modify, or waive any provisions of this policy.

UNEARNED PREMIUM REFUND

Upon cancellation of this policy or upon death of the Insured, We will refund the unearned premiums for the remainder of the term for which premiums have been paid.

PREMIUM PAYMENT PROVISION

WHERE PAYABLE

Premium payments are payable to Us at the Home Office. Premiums are payable in advance at Our Home Office. Any check or money order should be made payable only to the Company and not to any representative. A receipt for premium payments, signed by one (1) or more of our officers, will be furnished upon request.

AMOUNT AND FREQUENCY

The first premium is due on the Policy Issue Date and is payable at Our Home Office or to an authorized agent. The Insured must be alive when the first premium is paid. All premiums, after the first premium, shall be payable in advance. Subject to our minimum, premiums may be paid each year, each six (6) months, each three (3) months or, if we agree, each month, while the Insured is alive. You may change the frequency of premium payments by paying the new premium rate on or before the due date. The entire premium paid, on the basis selected, is deemed fully earned on the

date due.

A check or draft given for all or any part of a premium, unless paid upon its presentation to the bank or person drawn on, shall not be considered as valid payment.

GRACE PERIOD

A grace period of 31 days will be allowed for payment of each premium after the first. Premiums must be paid before the end of the Grace Period. The premium is considered paid when it is received at the Home Office. When the premium is in default, coverage will cease unless otherwise provided for in the Non-Forfeiture Provision. This policy will continue in force during the grace period. If the Insured dies during the grace period, the unpaid premium will be deducted from the proceeds.

POLICY YEARS

The first year will start on the policy date stated in the Policy Specifications. Second and later years will start on the respective anniversaries of the policy date.

REINSTATEMENT

This policy may be reinstated at any time within five (5) years after default in payment of premium, if it has not been surrendered for its cash value. The requirements are:

- 1. Presentation of evidence to Us that the Insured is still insurable according to our normal rules.
- 2. Payment of all premiums in arrears including interest at 6.0% per year compounded annually.
- 3. Payment or reinstatement of any policy loan in effect on the date premiums were defaulted, and payment of all interest due on that loan.

POLICY LOAN PROVISION

AMOUNT OF LOAN AVAILABLE

You may borrow any amount up to the net cash value of the policy. The net cash value is equal to the cash value of the policy on the loan date, less:

- 1. The loan interest that will accrue on the loan to the next policy anniversary date; and
- 2. The amount of any existing policy loan and interest accrued thereon.

CASH LOAN

You may obtain the cash loan upon Written Request. Your policy will be the sole security for the loan.

We may defer granting the loan, unless made to pay premiums, for a period not exceeding six (6) months from the date Your Written Request is received by the Home Office.

AUTOMATIC PREMIUM LOAN

This provision will apply if You request it in the application or by Written Request. It may be cancelled at any time by Written Request.

Under this provision, any premium becoming due and remaining unpaid at the end of its grace period will automatically be paid. The premium will be charged as a loan against the policy. It is subject to the following conditions:

- 1. If premiums are payable each month, the frequency will be changed to a less frequent mode as determined by Our rules in effect at the time.
- 2. If the loan amount available is not sufficient to pay the premium due, this provision will not apply. The "Non-Forfeiture Provision" of this policy will apply.

While this provision is in effect using premium loans, premium payments may be resumed without furnishing evidence of insurability.

LOAN INTEREST

Interest on a loan will never be greater than a rate of 7.4% per year in advance. Loan interest is payable each year on the policy anniversary or as agreed in writing by You and Us. Interest not paid when due will then be added to the loan and bear interest at the same rate. Interest accrues on a daily basis. It constitutes an additional loan against the policy.

REPAYMENT OF LOAN

A loan may be repaid at any time while this policy is in force. Failure to do so will not void this policy if the loan is less than the net cash value of the policy.

TERMINATION OF THE POLICY

This policy will terminate without value if the loan against the policy is, at any time, equal to or greater than the net cash value at such time. This policy will not terminate until 31 days after notice has been mailed to the last known address of the owner.

NON-FORFEITURE PROVISION

On default in payment of any premium after a cash value is first available, the following options are available for 60 days:

- 1. Net Cash Value. We will pay a net cash value on surrender of this policy. The net cash value is equal to the cash value as shown on page 4 less any policy loans and accrued interest on any loan. If the policy is surrendered within 30 days after a policy anniversary, the net cash value will not be less than the value on that policy anniversary.
- 2. Reduced Paid-Up Insurance. We will grant non-participating reduced paid-up insurance under this policy. The reduced paid-up insurance is payable at the same time and in the same manner as this policy. The amount of paid-up insurance is that which the net cash value will purchase when applied as a net single premium at the Insured's then attained age. The reduced paid-up insurance will not include any benefits provided by riders.

If no option was chosen, any net cash value will be applied to purchase reduced paid-up insurance. In the event the reduced paid-up insurance would provide a benefit of less than [\$250.00] the company reserves the right to discharge its liability in accordance with the Net Cash Value Provision.

Reduced Paid-up insurance may be surrendered at any time for its net cash value. We will grant a loan against the net cash value of any paid-up insurance. The net cash value of paid-up insurance is equal to the present value of the benefits less any policy loans and interest thereon. If the Reduced Paid-up insurance is surrendered within 30 days after a Policy Anniversary, the net cash value will not be less than the value on that policy anniversary.

We may defer payment of any net cash value for a period not to exceed six (6) months from the date of Written Request.

If this policy is issued in West Virginia, we shall reserve the right to defer the payment of any cash surrender value for a period of 30 days after demand thereof with surrender of the policy.

DETERMINATION OF POLICY VALUES

BASIS OF POLICY VALUES

The guaranteed Policy Values applicable to this policy are shown in the Table of Policy Values. Values shown apply only if the policy is free from a policy loan. Values for policy years not shown will be furnished upon request. Values are shown for the end of a policy year when premiums were paid for the full policy year. If premiums were paid for a part of a policy year, values will be calculated on a consistent basis with allowance for the length of time premiums were paid.

All guaranteed minimum cash values, present values and net single premiums are calculated on the following basis:

- 1. Interest at 5.00% per year.
- Mortality as provided in the Commissioners 2001 Standard Ordinary Mortality Tables, curtate; male or female whichever applicable, with distinction for non-tobacco or tobacco use, age last birthday.
- 3. On the assumption that death benefits are payable at the end of the policy year in which the Insured dies and that premiums are paid annually in advance.

The non-forfeiture values are at least equal to those required by law of the state in which this policy is delivered. A detailed statement of the method of computing values has been filed with the insurance supervisory official of that state. The cash surrender or death benefit that may be available under this policy are not less than the minimum benefits required by any statute of the state in which this policy is issued.

RESERVES

The Actuarial reserves are computed in accordance with the Commissioner's Reserve Valuation Method (CRVM), mortality as provided in the Commissioners 2001 Standard Ordinary Mortality Tables with interest at 4.00%, for male or female, age last birthday, with distinction for non-tobacco or tobacco use, assuming deaths occur throughout the Policy Year and premiums are payable annually. The actuarial reserves are equal to or greater than those required by law of the state in which this Policy is delivered.

SETTLEMENT OPTIONS

Any amount to be paid under this policy will be paid in cash, unless one of the following Settlement Options is chosen. All or part of the amount to be paid may be applied to any Settlement Option.

The amount payable at the Insured's death will earn interest from the date of death until payment is made. Interest will be credited at an effective rate of 3.25% per year or any higher rate We declare.

For all settlement options, systematic payments must be at least \$100.00.

- 1. **Interest Payments** -- Any amount applied under this option will earn interest that can either be paid to You monthly or left to accumulate. Interest will be credited at an effective rate of 3.25% per year or any higher rate We declare. The first interest payment will be made one (1) month after this option takes effect. The unpaid balance may be withdrawn at any time.
- 2. **Fixed Period Payments** -- A monthly payment, plus interest, will be made for the number of years chosen, up to a maximum of 30 years. The first payment will be made on the date this option takes effect.
- 3. **Fixed Amount Payments** -- Payments under this option will be made until the full amount plus interest has been paid. The first payment will be made on the date this option takes effect.
- 4. **Life Income Payments** -- Monthly payments will be made according to the option chosen below. The first payment will be made on the date this option takes effect.

Payments will be based on the Payee's sex and age on the date the first payment is due. Payment will be subject to satisfactory proof of the Payee's age.

- (a) **Life Income** -- Payments will be made only during the lifetime of the Payee.
- (b) **Life Income with Certain Period** -- Payments will be made for a guaranteed period of either 10 or 20 years. Such payments will be made even if the Payee dies. After the certain period, payments will only be made while the Payee is alive.
- (c) **Life Income with Refund Provision** -- Payments will continue after the Payee dies, until the sum of the payments equals the amount applied under this option. If the Payee is alive when the sum of the payments equals the amount applied under this option, payments will continue until the Payee dies.

We reserve the right to require proof the Payee is alive at any time any payment is made. You may not withdraw any amount applied to any of the life income options.

5. **Other Settlement Options** -- Any amount payable under this policy may be paid in any manner agreed to by Us.

Payment Frequency

Annual, semi-annual or quarterly payments may be made instead of monthly.

Settlement Option Rates

- Interest Payments, Fixed Period Payments and Fixed Amount Payments -- Amounts applied to these options will earn interest at rates declared annually by Us. The minimum effective rate will be 3.25% per year. Interest in excess of 3.25% will increase the amount of payments or, for the Fixed Amount Payments Option, the period of payments will be lengthened. The present value of any unpaid payment will be based on the 3.25% interest rate. We may offer higher guaranteed rates with certain conditions on amounts and withdrawals.
- 2. **Life Income Options** -- Payments will be based on rates declared by Us. Payment will not be less than the minimums described in the Minimum Income Tables on pages 15 and 16.

Basis of Values

Minimum income rates are based on the Annuity 2000 Male or Female Individual Annuity Mortality Table. Interest is assumed at the rate of 3.25% per year.

SETTLEMENT OPTION TABLES MINIMUM MONTHLY INCOME PAYMENTS FOR EACH \$1,000 OF AMOUNT PAYABLE

	OPTION 2 - FIXED PERIOD PAYMENTS								
Number of Monthly Years payment		Number of Years	Monthly payment	Number of Years	Monthly payment				
1	84.56	11	8.97	21	5.44				
2	42.96	12	8.35	22	5.27				
3	29.09	13	7.82	23	5.11				
4	22.16	14	7.37	24	4.97				
5	18.01	15	6.99	25	4.84				
6	15.24	16	6.65	26	4.71				
7	13.27	17	6.35	27	4.60				
8	11.79	18	6.08	28	4.50				
9	10.64	19	5.84	29	4.40				
10	9.72	20	5.63	30	4.31				

The equivalent annual, semi-annual and quarterly payments equal 11.813, 5.957 and 2.991 times the monthly payments shown, respectively.

		OPTION 4 -	- LIFE INCOME F	PAYMENTS		
MALE			Age Last		FEMALE	
20 Year Certain	10 Year Certain	Life Only	Birthday of Payee when 1st Payment is Payable	20 Year Certain	10 Year Certain	Life Only
\$2.96	\$2.96	\$2.96	0-5	\$2.91	\$2.91	\$2.91
2.96	2.97	2.97	6	2.92	2.92	2.92
2.97	2.98	2.98	7	2.93	2.93	2.93
2.99	2.99	2.99	8	2.94	2.94	2.94
3.00	3.00	3.00	9	2.94	2.95	2.95
3.01	3.01	3.01	10	2.95	2.96	2.96
3.02	3.02	3.03	11	2.96	2.97	2.97
3.03	3.04	3.04	12	2.98	2.98	2.98
3.04	3.05	3.05	13	2.99	2.99	2.99
3.06	3.06	3.06	14	3.00	3.00	3.00
3.07	3.08	3.08	15	3.01	3.01	3.01
3.08	3.09	3.09	16	3.02	3.02	3.03
3.10	3.11	3.11	17	3.03	3.04	3.04
3.11	3.12	3.12	18	3.05	3.05	3.05
3.13	3.14	3.14	19	3.06	3.06	3.07
3.15	3.15	3.16	20	3.08	3.08	3.08
3.16	3.17	3.17	21	3.09	3.09	3.10
3.18	3.19	3.19	22	3.11	3.11	3.11
3.20	3.21	3.21	23	3.12	3.13	3.13
3.22	3.23	3.23	24	3.14	3.14	3.14
3.24	3.25	3.25	25	3.15	3.16	3.16
3.26	3.27	3.27	26	3.17	3.18	3.18
3.28	3.29	3.29	27	3.19	3.20	3.20
3.30	3.31	3.32	28	3.21	3.22	3.22
3.33	3.34	3.34	29	3.23	3.24	3.24
3.35	3.36	3.37	30	3.25	3.26	3.26
3.38	3.39	3.40	31	3.27	3.28	3.28
3.41	3.42	3.42	32	3.30	3.31	3.31
3.43	3.45	3.45	33	3.32	3.33	3.33
3.46	3.48	3.48	34	3.35	3.36	3.36
3.49	3.51	3.52	35	3.37	3.38	3.39

SETTLEMENT OPTION TABLES MINIMUM MONTHLY INCOME PAYMENTS FOR EACH \$1,000 OF AMOUNT PAYABLE

IVIIIVI	OPTION 4 - LIFE INCOME PAYMENTS					
	MALE OF HON 4 -			ATIVICINIS	FEMALE	
	WALE		Age Last Birthday of		FEIVIALE	
20 Year	10 Year		Payee when 1st Payment is	20 Year	10 Year	
Certain	Certain	Life Only	Payable	Certain	Certain	Life Only
\$3.52	\$3.55	\$3.55	36	\$3.40	\$3.41	\$3.41
3.56	3.58	3.59	37	3.43	3.44	3.44
3.59	3.62	3.63	38	3.46	3.47	3.48
3.63	3.66	3.67	39	3.49	3.50	3.51
3.66	3.70	3.71	40	3.52	3.54	3.54
3.70	3.74	3.75	41	3.55	3.57	3.58
3.74	3.79	3.80	42	3.59	3.61	3.62
3.78	3.83	3.85	43	3.63	3.65	3.66
3.83	3.88	3.90	44	3.66	3.69	3.70
3.87	3.93	3.95	45	3.70	3.73	3.74
3.92	3.99	4.01	46	3.74	3.78	3.79
3.96	4.04	4.07	47	3.79	3.83	3.84
4.01	4.10	4.13	48	3.83	3.88	3.89
4.06	4.16	4.19	49	3.88	3.93	3.94
4.12	4.22	4.26	50	3.93	3.98	4.00
4.17	4.29	4.33	51	3.98	4.04	4.06
4.23	4.36	4.40	52	4.03	4.10	4.12
4.28	4.43	4.48	53	4.08	4.17	4.19
4.34	4.51	4.56	54	4.14	4.23	4.26
4.40	4.59	4.65	55	4.20	4.30	4.33
4.47	4.68	4.75	56	4.26	4.38	4.41
4.53	4.77	4.84	57	4.32	4.46	4.50
4.59	4.87	4.95	58	4.39	4.54	4.59
4.66	4.97	5.06	59	4.45	4.63	4.68
4.72	5.07	5.18	60	4.52	4.72	4.78
4.79	5.18	5.31	61	4.59	4.82	4.89
4.85	5.30	5.44	62	4.66	4.92	5.00
4.92	5.43	5.59	63	4.73	5.03	5.12
4.98	5.55	5.75	64	4.80	5.15	5.25
5.04	5.69	5.91	65	4.88	5.27	5.39
5.10	5.83	6.09	66	4.95	5.40	5.54
5.16	5.97	6.28	67	5.02	5.54	5.69
5.21	6.13	6.48	68	5.08	5.68	5.87
5.26	6.28	6.70	69	5.15	5.83	6.05
5.31	6.44	6.93	70	5.21	5.99	6.25
5.36	6.61	7.17	71	5.27	6.16	6.46
5.40	6.77	7.43	72	5.32	6.33	6.69
5.43	6.94	7.71	73	5.37	6.51	6.95
5.47	7.12	8.01	74	5.41	6.70	7.22
5.50	7.29	8.33	75	5.45	6.89	7.51
5.52	7.47	8.67	76	5.48	7.09	7.83
5.54	7.64	9.03	77	5.51	7.29	8.17
5.56	7.81	9.42	78	5.54	7.49	8.54
5.58	7.98	9.84	79	5.56	7.68	8.94
5.59	8.15	10.28	80	5.58	7.88	9.38

Values for other ages will be provided upon request.

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The Chesapeake Life Insurance Company

A Stock Company

(Hereinafter called: the Company, We, Our or Us)

Home Office: P. O. Box 548801, Oklahoma City, Oklahoma 73154 Administrative Office: 3600 NW 138th Street, Suite 100, Oklahoma City, OK 73134

Customer Service: 1-800-725-7887

GRADED DEATH BENEFIT WHOLE LIFE POLICY

Premiums payable for the period shown in the Policy Specifications or until the prior death of the Insured

NON-PARTICIPATING – NO ANNUAL DIVIDENDS

THIS IS A LIMITED DEATH BENEFIT POLICY DURING THE FIRST TWO (2) POLICY YEARS

Company Tracking Number: NWG 6/08 AR

TOI: L071 Individual Life - Whole Sub-TOI: L071.202 Early Duration Reduced Benefit - Level

Premium - Any Policy Design - Funeral Expense

Product Name: GRADED AND MODIFIED 2001 CSO

Project Name/Number: NEAT GRADED AND MODIFIED WHOLE LIFE POLICIES 2001 CSO TABLES/NWG 6/08 AR

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: MGOK-125688103 State: Arkansas
Filing Company: The Chesapeake Life Insurance Company State Tracking Number: 39575

Company Tracking Number: NWG 6/08 AR

TOI: L071 Individual Life - Whole Sub-TOI: L071.202 Early Duration Reduced Benefit - Level

Premium - Any Policy Design - Funeral Expense

Product Name: GRADED AND MODIFIED 2001 CSO

Project Name/Number: NEAT GRADED AND MODIFIED WHOLE LIFE POLICIES 2001 CSO TABLES/NWG 6/08 AR

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 06/09/2008

Comments: Attachment:

AR Certification of Comp.pdf

Review Status:

Satisfied -Name: Application 06/09/2008

Comments:

Form NWGA 10/05 approved 9/02/2005

CERTIFICATION OF COMPLIANCE

does (do) comply with all sections of the Arkansas Code and Parts applicable to such insurance policies and related forms, and will be so construed, and agrees that when any provision in a policy subject to all Statutes and Regulations or any insurance part is in conflict with said title or part, said provision will be stricken and that the rights, duties, hereby certify that the accompanying form(s) as identified by the listing attached hereto, applicable statutes and parts, and does further certify that: and obligations of the insurer, the insured and the beneficiary shall be governed by the The Chesapeake Life Insurance Company to the best of its knowledge and belief does

- This filing is in compliance with regulation 19
- This filing is in compliance with regulation 49 ACA 23-80-206 ACA 23-79-138 and Bulletin 88

Dated 7/08/2008

John Sartore

Printed or typed name of individual whose signature appears above

Title of individual whose signature appears Vice President